

- addition to all other rights and remedies of Bank given by law or the terms of this Note and Security Agreement, Borrower promises to pay to Bank a delinquent charge of 10% of the payment amount with a minimum of \$35.00. Acceptance of such delinquent charge by Bank shall not constitute a waiver of any default or any rights of Bank hereunder.
2. **PREPAYMENT CHARGE:** Borrower may prepay the obligation under this Note and Security Agreement in full at any time prior to maturity. If the Collateral securing the obligation is real estate or a mobile home, Borrower agrees to pay an early payment charge of 1% of the outstanding principal amount of the obligation if the Borrower prepays in full within five years of the date of the Note. If the Collateral is not real estate nor a mobile home, or if the obligation is unsecured, Borrower agrees to pay an early payment charge of 1% of the outstanding principal balance with a minimum charge of \$150.00 if Borrower prepays in full more than six months prior to the scheduled final payment date. Partial prepayment shall not excuse any subsequent payment due.
 3. **INTEREST AFTER MATURITY:** Interest after maturity shall continue at the rate then in effect or as thereafter adjusted in accordance with the variable rate disclosures. In addition, after maturity or other default, Borrower agrees to pay Bank a fixed charge of \$25.00 or Borrower agrees that Bank may, without notice, increase the interest rate by 6% per annum, whichever is greater.
 4. **SECURITY:** Borrower hereby assigns to Bank and agrees that Bank shall have a lien upon and security interest in any and all accounts, balances, credits, deposits or other monies of or in the name of Borrower or others now or hereafter with Bank.
 5. **RETURNED CHECK FEE:** A fee of \$35.00 may, at Bank's discretion, be imposed whenever a check offered in payment on this Note is returned to the Bank unpaid for any reason. This fee is subject to change without notice to the Borrower, and the Borrower agrees to pay the fee actually charged by Bank at the time the check is returned.
 6. **LEGAL PROCESS:** Borrower agrees that if Bank is sued or otherwise directed to respond to any civil, criminal or administrative demand relating to the loan evidenced hereby (including but not limited to, the amount due, any collateral, or the underlying transaction) Borrower will pay Bank, upon request, an administrative fee of \$28 per hour and \$25 per copy to comply with such demand. Borrower also agrees that any amount not paid within fifteen days of Bank's request may be added to the principal amount of the remaining indebtedness subject to the rate of interest on the Note until paid.
 7. Borrower warrants and agrees that if the Collateral is, or will be, affixed to realty, Borrower will, upon demand, furnish Bank with a disclaimer, signed by all persons having an interest in the real estate, of any interest in the Collateral.
 8. Borrower has executed a mortgage granting Bank a lien in the Collateral if the Collateral is real property.
 9. Borrower agrees that:
 - a. Borrower will be responsible for any loss of, or damage to, the Collateral and will maintain and keep the same in good repair and condition. In default of which Bank may, at its option, maintain and repair the Collateral and add the cost hereof to the obligation secured. Borrower will promptly, upon demand, reimburse Bank for the cost of any such maintenance or repairs.
 - b. Borrower will not, without the prior written consent of Bank, move the Collateral from the County in which it is to be located, and will promptly notify Bank of any change in Borrower's residence or any of the Borrower's places of business.
 - c. Borrower will buy property insurance on the Collateral protecting against loss or physical damage and subject to a maximum deductible of \$500.00, or as Bank shall otherwise require. Borrower will name Bank as loss payee on any such policy. In the event of loss by damage to the Collateral, Bank may require additional security or assurances of payment before allowing insurance proceeds to be used to repair or replace the Collateral. Borrower agrees that if the insurance proceeds do not cover the amounts still owed on this Note and Security Agreement, Borrower will pay the difference. Borrower may purchase or provide the insurance through any insurance company reasonably acceptable to Bank. Borrower will keep the insurance in full force and effect until the amounts due on this Note and Security Agreement are paid in full. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Bank. Borrower grants Bank power of attorney to make, adjust and settle claims and to endorse drafts and collect proceeds under this insurance.
 - d. Unless Borrower provides Bank with evidence of the insurance coverage required by Borrower's agreement with Bank, Bank may purchase insurance at Borrower's expense to protect Bank's interests in the Collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Bank purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Bank, but only after providing Bank with evidence that Borrower has obtained insurance as required by Borrower's agreement with Bank. If Bank purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own. Borrower's payment may be increased to provide for payment of the costs of insurance plus interest thereon.
 10. **OTHER SECURITY:** Borrower agrees that any present or future agreement, securing any other debt Borrower owes Bank, will also secure the payment of this Note and Security Agreement. However, an agreement securing any other debt will not secure this Note and Security Agreement if either of the following applies:
 - a. Bank fails to make a disclosure required by law of the existence of such security agreement; or
 - b. Bank fails to provide (to any person entitled) any notice of right of rescission required by law for this transaction.
 11. **DEFAULTS:** Upon the occurrence of any of the following described events, each of which will constitute a default, Bank shall have all rights and remedies provided by law, and without limiting the generality of the foregoing, shall include the election to accelerate without notice or demand the final maturity of all of the obligations secured:
 - a. The nonpayment, when the same shall be due, of any installment or other payment on account of the principal or interest of this Note;
 - b. The breach of any warranty or agreement by Borrower herein contained, or contained in any mortgage or security agreement executed by Borrower in connection herewith;
 - c. The death or incompetency of any individual Borrower, or, if Borrower is a partnership, of a partner;
 - d. The default of Borrower under the terms of any lease of, or mortgage on, the premises upon which the Collateral may be located;
 - e. Any assignment for the benefit of the creditors or the commencement of any bankruptcy, receivership, reorganization, foreclosure, insolvency or liquidation proceedings by or against the Borrower, or if Borrower is a partnership, by an agreement as partner;
 - f. The reasonable determination by Bank at any time that it is inadequately secured hereby with respect to the obligation; or
 - g. The creation of any other lien or the issuance of any attachment against the Collateral or the entry of judgment against Borrower;
 - h. The occurrence of a default under any other obligation of Borrower, individually or jointly, to Bank;
 - i. Seizure, levy or confiscation under any legal or governmental process against the collateral.

In the event of a default, Borrower agrees on demand to deliver Collateral to Bank, and Bank may, without notice or demand and without legal process, enter upon the premises of Borrower and take possession of the Collateral on said premises or wherever found. Further, Borrower agrees to pay and remains liable to Bank for any costs of disposition of the Collateral as well as for reasonable attorneys' fees, court costs and any and every deficiency after the proceeds from the sale of the Collateral are applied as provided by the Uniform Commercial Code as enacted in the state governing this instrument.
 12. No failure on the part of Bank to exercise any of its rights hereunder shall be deemed a waiver of such rights or of any default.
 13. As used herein, "Borrower" if there be more than one, shall mean all the Borrowers and each or any of them and in such case they are jointly and severally bound hereby.
 14. A carbon, photographic or other reproduction of this Note and Security Agreement or a financing statement is sufficient as a financing statement.
 15. In no event shall the interest rate due hereunder exceed the maximum rate of interest under applicable state or federal usury laws.
 16. This Note and Security Agreement, the amounts contracted for and the interest to be charged shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio, without regard to its conflict of law principles, and applicable federal laws and regulations, and the obligations, rights and remedies of the parties shall be determined in accordance with such laws.

NOTICE OF PROPOSED CREDIT INSURANCE, OHIO RESIDENTS ONLY

This notice applies only if Borrower(s) chose to obtain group credit life or group credit disability insurance. The type of insurance, the premium and the name and address of the insurance company are indicated on the front of this Note and Security Agreement. This insurance, subject to acceptance by the insurer, covers only the person(s) who signed the request for insurance. Only the named insured will be covered under credit disability insurance. The term of insurance will commence on the date the indebtedness is incurred and will expire on the original maturity date of this Note, unless terminated earlier as provided for in the Certificate of Insurance. Credit life insurance insures the scheduled unpaid balance on the date of death. Credit disability insurance insures each regular installment payment while the insured is disabled. Credit disability insurance monthly coverage is limited to the originally scheduled monthly payment or the policy limitation. If the insurance is accepted by the insurer, a Certificate of Insurance which describes the insurance coverage Borrower(s) have obtained will be delivered to Borrower(s) within 30 days. In the event of termination of the insurance prior to the scheduled maturity date of the indebtedness, any refund of an amount paid by the Borrower(s) for insurance shall be credited promptly to the Borrower(s) account. Borrower(s) must refer to the Certificate of Insurance for the complete terms and conditions of Borrower(s) insurance.

The following notice is applicable if this agreement involves a purchase of goods or services to which the FTC Holder in Due Course Rule applies.

IF THE COLLATERAL IS TO BE USED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES:

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you believe information we report about the credit history on your account(s) is incomplete, inaccurate or outdated, you must provide us with clear written documentation including the name on the account, the account number and the nature of the disputed information. Please write to us at:

Fifth Third Bank

38 Fountain Square Plaza
Post Office Box 636090

Search Work Queues Reports Utilities User Setup

Home Help Resources Contact Log out

Perfected

Account							Actions»
VIN/HIN: KMHDH4AE9DU957393 Status: Perfected (PT) Titling State: OH Year: 2013							
Account: [REDACTED] Loan: [REDACTED] LoanSuffix: Branch: [REDACTED] Make: HYUNDAI Model: ELANATRA							
LOAN							
Overview							
Primary customer: MURPHY, BRIAN P				Recovery type:			
Secondary customer:				Amount Financed:			
Home phone:				Financed date: 02/22/2014			
Address: [REDACTED]				Booked date:			
Alert when perfected: <input type="checkbox"/> Client <input type="checkbox"/> CMS				Expected payoff date:			
Originator:				Payoff date:			
User Defined 2:				Perfected date: 3/14/2014			
User Defined 3:				State: OH			
Lienholder Status Code:				Account subtype: Loan - Dealer Indirect (D)			
Business Unit: (FifthThird) Fifth Third				Expected Contract Type:			
Dealer ID/Name: [REDACTED] MIGDAL 1, LLC							
Customers							
	Order	Order	Name	Type	Home Phone	Business Phone	Address
Edit	1	▼	MURPHY, BRIAN P	PERSON			[REDACTED]
Property							
VIN/HIN	Make	Model	Year	Damaged?	Insurance Total Loss?	Account Collateral Type	
KMHDH4AE9DU957393	HYUNDAI	ELANATRA	2013	<input type="checkbox"/>	<input type="checkbox"/>	VEH	
Dealer Info							
ID: [REDACTED]				Type: DEALER			
Name: MIGDAL 1, LLC				Status: ACTIVE			
Address: 18300 ROCKSIDE RD				Dealership:			
BEDFORD, OH 44146				Contact Name:			
Phone:				Contact Phone:			
Fax:				Note:			
EMail:							
Lien Filing							
Release							
Duplicate Title							
Request Date:		Action Date:					
Status:		Last Worked By:					
State:		Required State Forms:					
Reason:		Requesting Dept:					
Operations Code:		Billable: <input type="checkbox"/>					
Follow Up							
Client Activities							

Direct Lending Services**Additional Documents**

Additional Documents do not exist for this account

Obsolete Docs**Title****Actions»**VIN/HIN: **KMHDH4AE9DU957393** State: **OH** Title Number: [REDACTED]
Year: **2013** Make/Builder: **HYUN** Model:**Title-Electronic**
Perfecting**Overview**Owner(s): **BRIAN P MURPHY** Closed Date:
Lienholder: **FIFTH THIRD BANK** Closed Reason:
Match Type: **AUTOMATIC** Document Location:
Match Date: **3/14/2014**
Issuance Date:
Imported Date: **3/14/2014****Owners****Property****Liens**

Name	Address	Lienholder ID	Lien Date
FIFTH THIRD BANK	P. O. BOX 997548 SACRAMENTO, CA 95899	[REDACTED]	3/13/2014

dd Second Lien

Title Maint